

Exhibit A  
Administrative Claim  
No. 18719

United States Bankruptcy Court Southern District of New York Delphi Corporation et al. Claims Processing c/o Kurtzman Carson Consultants LLC, 2335 Alaska Avenue El Segundo, California 90245		Administrative Expense Claim Form	
Debtor against which claim is asserted : Delphi Corporation, et al. 05-44481		Case Name and Number In re Delphi Corporation., et al. 05-44481 Chapter 11, Jointly Administered	
NOTE: This form should not be used to make a claim in connection with a request for payment for goods or services provided to the Debtors prior to the commencement of the case. This Administrative Expense Claim Request form is to be used solely in connection with a request for payment of an administrative expense arising after commencement of the case but prior to June 1, 2009, pursuant to 11 U.S.C. § 503.			
Name of Creditor (The person or other entity to whom the debtor owes money or property)  Johnson Controls, Inc. (Power Solutions)  Name and Address Where Notices Should be Sent c/o Stephen T. Bobo Reed Smith, LLP 10 S. Wacker Dr., 40th Flr., Chicago, IL 60606 Telephone No. (312) 207-1000		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:		Check here if this claim <input type="checkbox"/> replaces <input type="checkbox"/> amends a previously filed claim, dated: _____	
1. BASIS FOR CLAIM <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other (Describe briefly) Environmental Claims		<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (Fill out below) Your social security number _____ Unpaid compensation for services performed from _____ to _____ (date) (date)	
2. DATE DEBT WAS INCURRED Various		3. IF COURT JUDGMENT, DATE OBTAINED:	
4. TOTAL AMOUNT OF ADMINISTRATIVE CLAIM: \$ 10,148,941 + oversight costs of NJDEP <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.			
5. Brief Description of Claim (attach any additional information):  Indemnification and statutory claims for environmental contamination of New Brunswick, New Jersey facility.			
6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.		THIS SPACE IS FOR COURT USE ONLY	
7. SUPPORTING DOCUMENTS: <u>Attach copies of supporting documents</u> , such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. Any attachment must be 8-1/2" by 11"		RECEIVED	
8. DATE-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		JUL 14 2009	
Date July 13, 2009	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)  KURTZMAN CARSON CONSULTANTS		

Stephen T. Bobo, Attorney for Johnson Controls, Inc.

- ☒ Date Stamped Copy Returned  
☐ No self addressed stamped envelope  
☐ No copy to return



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# ReedSmith

**Stephen T. Bobo**

Direct Phone: +1 312 207 6480

Email: sbobo@reedsmith.com

Reed Smith LLP  
10 South Wacker Drive  
Chicago, IL 60606-7507  
+1 312 207 1000  
Fax +1 312 207 6400  
reedsmith.com

July 13, 2009

**Via UPS**

United States Bankruptcy Court  
Southern District of New York  
Delphi Corporation et. al. Claims Processing  
c/o Kurtzman Carson Consultants LLC  
2335 Alaska Avenue  
El Segundo California 90245

**Re: Delphi, Inc./Johnson Controls, Inc.  
Administrative Expense Claims**

Dear Sir/Madam:

Enclosed please find four Administrative Expense Claims for Johnson Controls, Inc. and its affiliates in the Delphi bankruptcy proceedings. Please return stamped copies of the four claims using the enclosed UPS return envelope.

Very truly yours,

  
Stephen T. Bobo

STB:jc

Enclosures

US\_ACTIVE-101938805.1-319417-00077

**MEMORANDUM IN SUPPORT OF ADMINISTRATIVE EXPENSE CLAIMS OF  
JOHNSON CONTROLS, INC. AND JOHNSON CONTROLS BATTERY GROUP, INC.**

Johnson Controls, Inc. ("JCI") and Johnson Controls Battery Group, Inc. ("JCBGI") assert administrative expense claims against Delphi Automotive Systems LLC ("Delphi") arising from Delphi's sale of certain real property commonly known as 760 New Jersey Avenue, New Brunswick, New Jersey (the "Property") to JCI in 2006. JCI subsequently transferred the Property to JCBGI, which remains the owner of the Property.

**A. Factual Background**

1. Delphi sold the Property to JCI pursuant to a certain Transfer Agreement Relating To Transfer of Delphi's New Brunswick Battery Facility To JCI entered into between those parties and dated May 26, 2006 (the "Transfer Agreement"). The Transfer Agreement was approved by an order dated June 26, 2006 entered by the United States Bankruptcy Court for the Southern District of New York in Bankruptcy Case No. 05-44481 (RDD) (the "Sale Approval Order"), and the transaction closed shortly thereafter. A copy of the Transfer Agreement is attached hereto as Exhibit A.

2. Before it could sell the Property, Delphi was required to comply with applicable New Jersey law, including the New Jersey Industrial Site Recovery Act, as amended, N.J.S.A. 13:1K-6 et seq. ("ISRA"). In order to begin to comply with ISRA, Delphi entered into a Remediation Agreement with the New Jersey Department of Environmental Protection ("NJDEP") dated July 26, 2006 (the "Remediation Agreement"). Pursuant to the Remediation Agreement, Delphi agreed to investigate and clean up the Property after selling it and agreed to establish financial assurance that it could complete the cleanup. NJDEP required Delphi to establish financial assurance in the initial amount of \$535,000.

3. After entering into the Remediation Agreement with NJDEP, Delphi investigated the Property and made several submissions to NJDEP regarding the results of its investigation and sought from NJDEP a statement that no further action was needed for certain portions of the Property. NJDEP responded in a lengthy letter to Delphi dated May 8, 2009 which rejected most of Delphi's assertions that it had sufficiently investigated the Property. NJDEP required Delphi to investigate the Property further before submitting a plan for its cleanup. Delphi has not responded to NJDEP's May 8, 2009 letter and has indicated that it intends to seek additional time until August 13, 2009 to respond to NJDEP.

4. NJDEP has incurred oversight costs in response to the release or threatened release of hazardous substances at the Property and will continue to incur such oversight costs. If Delphi does not pay for these oversight costs, NJDEP could seek to recover them from JCBGI, as the current owner of the Property, under either the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9601

et seq., or the New Jersey Spill Compensation and Control Act, as amended (the "Spill Act"), N.J.S.A. 58:10-23.11 et seq. Delphi's liability under ISRA for NJDEP's oversight costs does not prevent NJDEP from using its CERCLA or Spill Act authority to seek to recover these costs from JCBGI.

5. JCI and JCBGI each assert contractual claims for indemnification arising under § 7.1.A of the Transfer Agreement. JCI also asserts contractual indemnification claims under Exhibit 3.6.H to the Transfer Agreement (the "Environmental Matters Exhibit"). Both JCI and JCBGI assert statutory claims against Delphi arising under CERCLA and the Spill Act.

**B. Claims for Indemnification under Transfer Agreement § 7.1.A**

6. Both JCI and JCBGI are entitled to indemnification from Delphi under Transfer Agreement § 7.1.A against damages, losses and expenses resulting from Delphi's breach of "any of its warranties or covenants" under the Transfer Agreement. Delphi covenanted in § 4.1 of the Environmental Matters Exhibit to investigate and clean up the Property as required by NJDEP to satisfy ISRA.

7. Delphi has already breached or will breach this covenant by failing to complete the ISRA cleanup and failing to provide adequate financial assurance for that cleanup's completion. It is now clear that Delphi intends to liquidate pursuant to its Amended Plan of Reorganization without either performing the ISRA cleanup itself or setting aside an adequate reserve to fund the cleanup work by a third party. Delphi does not intend even to respond to the NJDEP regarding its further investigation of the Property until well after: (i) the Administrative Expense claims bar date, (ii) the date set for filing objections to the Modified Plan of Reorganization, and (iii) the hearing on confirmation of the Modified Plan of Reorganization. Despite receiving the May 8, 2009 letter from NJDEP requiring substantial additional investigation of the Property, Delphi also has not increased the amount of financial assurance provided to NJDEP to provide for funding to complete the cleanup beyond the initial \$535,000 posted in 2006. Consequently, Delphi is attempting to put its liquidating plan into effect without ensuring completion or adequate funding of the ISRA cleanup. These omissions violate its covenant in § 4.1 of the Environmental Matters Exhibit.

8. Under § 7.2 of the Transfer Agreement, it is sufficient for purposes of indemnification that JCI and JCBGI know of facts which may become the basis of a third-party claim against them. In particular, Delphi's failure to complete its ISRA cleanup obligations will likely make JCI and JCBGI subject to one or more claims by NJDEP under either the Spill Act or CERCLA to compel either or both of them to clean up the Property themselves. Accordingly, JCI and JCBGI are entitled to indemnification for the costs of performing the ISRA cleanup (the "Cleanup Costs"), as well as related costs and expenses.

9. As set forth on the remediation summary attached as Exhibit B, the cleanup work that ISRA requires to be done includes the following actions: Cleaning of the Building Interior, Facility Decontamination, and Soil Remediation and Disposal. The estimated Cleanup Costs for this work total \$8,973,550, plus the accrued and accruing oversight costs of NJDEP. In addition,

JCI and JCBGI are entitled under § 7.1.A to be reimbursed for the expenses of investigation and attorneys fees they have accrued and will continue to accrue. To date, JCI and JCBGI have incurred attorneys' fees totaling \$178,916 in connection with environmental issues relating to the Property, and they expect to incur extensive additional attorneys' fees both in connection with this claim and in dealing with the NJDEP. In similar environmental litigation that was recently resolved through mediation, JCI and JCBGI incurred attorneys' fees totaling \$996,475. Therefore the total expected legal expense that will be incurred is \$1,175,391.

10. The total amount that JCI and JCBGI are entitled to be indemnified for under §7.1.A of the Transfer Agreement is \$10,148,941 plus the NJDEP oversight costs. Delphi must either pay this total amount directly to JCI and JCBGI or else place that amount in trust for the sole purposes of funding the ISRA Cleanup Costs and oversight costs relating to the Property and reimbursing JCI and JCBGI for their attorneys fees.

### **C. Contractual indemnification claims under Environmental Matters Agreement §**

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11. Section 2 of the Environmental Matters Exhibit requires Delphi to indemnify JCI for Environmental Damages arising from Pre-Closing Environmental Contamination. The New Jersey Attorney General's office has informed counsel for JCI that it believes that neither the Sale Approval Order nor the provisions of the Bankruptcy Code prevent NJDEP from asserting claims against JCI and JCBGI with respect to pre-closing environmental conditions at the Property.

12. Under the definition of "Environmental Damages" in §1.9 of the Environmental Matters Exhibit, JCI is entitled to indemnification for any cost "arising out of an Environmental Law" and incurred under such law in response to contamination that Delphi caused.

13. The clean up of the areas that Delphi has already disclosed to NJDEP under ISRA and whatever additional cleanup work is required as a result of Delphi's subsequent disclosures to NJDEP are required by ISRA. Therefore the cost of such work is also subject to indemnification under § 2.1 of the Environmental Matters Exhibit. The estimated Cleanup Costs are detailed on the attached schedule.

14. JCI is entitled to indemnification under §2.1 of the Environmental Matters Exhibit in the amount of \$8,973,550 for the Cleanup Costs to comply with ISRA, as set forth on the attached Exhibit B, plus NJDEP's oversight costs. In addition, JCI is entitled to indemnification for the attorneys fees it has already incurred in the amount of \$178,916 and the attorneys fees it expects to incur in the amount of \$996,475. Therefore, JCI is entitled to indemnification in the total amount of \$10,148,941 plus NJDEP's oversight costs pursuant to § 2.1 of the Environmental Matters Exhibit.

### **D. Statutory Claims**

15. JCI and JCBGI are also entitled to administrative expense status for their statutory claims against Delphi, which are: (1) a claim for cost recovery against Delphi under Section

107(a) of CERCLA, 42 U.S.C. § 9607(a); and (2) a claim for contribution under the Spill Act. See N.J.S.A. 58:10-23.11f.a(2)(a).

16. JCBGI has incurred and continues to incur costs to remove lead from stormwater which enters the Property and is required to do so under a New Jersey Pollutant Discharge Elimination System permit issued by NJDEP (the "Stormwater Permit") pursuant to the New Jersey Water Pollution Control Act, as amended, N.J.S.A. 58:10A-1 et seq. Under the Stormwater Permit, JCI has been incurring an annual cost of approximately \$380,400 since 2006 to remove lead present in such stormwater as a result of Delphi's operations.

17. JCI has incurred costs in response to the release or threat of release to the environment of lead on floors in buildings at the Property. The amount of such costs is \$3,315.

18. Neither JCI nor JCBGI operated a battery manufacturing operation on the Property. JCBGI operated a battery fill and form operation at the Property for a seven month period. These operations did not involve the receipt, processing, recycling or reclamation of lead.

19. Portions of the Property were operated by either Delphi or its predecessor, General Motors Corporation, for more than sixty years, from 1945 until 2006, to manufacture lead/acid storage batteries for, primarily, the automotive industry. As described by Delphi in submittals made on its behalf to NJDEP pursuant to ISRA, Delphi is a former owner and a former operator of the Property that has discharged lead and a variety of other hazardous substances at the Property.

20. JCI and JCBGI are entitled under CERCLA § 107(a) and under the Spill Act to recover from Delphi all costs JCBGI has incurred to remove lead from Property stormwater and all costs JCI has incurred in response to the release or threat of release of lead from buildings at the Property, since all such lead results from the acts and omissions of Delphi or its predecessors. The amounts that JCBGI can recover from Delphi for stormwater treatment are costs already incurred, which total \$760,800, and the costs that will continue to be incurred for ongoing treatment in the future, the present value of which is \$3,324,355, as set forth in the spreadsheet attached as Exhibit C.

21. In addition, provision should be made for the Cleanup Costs under the Spill Act and CERCLA § 107(a). JCI and JCBGI are entitled to declaratory relief that Delphi is liable for all contamination existing at the Property at the time it was sold to JCI, and either Delphi should be required to escrow funds for the Cleanup Costs, or else JCI and JCBGI should be permitted to recover that amount from Delphi. The necessary cleanup work includes the following remedial activities: Cleaning of the Building Interior, Facility Decontamination, and Soil Remediation and Disposal. These Cleanup Costs are estimated to total \$8,973,550, as set forth on the attached Exhibit B. In addition, JCI and JCBGI can recover NJDEP's oversight costs.

22. JCI is entitled to recover the \$3,315 it has already incurred in response to the release or threat of a release to the environment under Section 107(a) of CERCLA and the Spill Act, and is also entitled to have the Cleanup Costs amount of \$8,973,550 plus NJDEP's

oversight costs either escrowed or paid over to JCI to use in connection with completing the cleanup of the Property.

23. JCBGI is entitled to recover from Delphi under Section 107(a) of CERCLA and the Spill Act for the \$760,800 it has incurred in connection with the stormwater cleanup, and JCBGI is also entitled to have Delphi either escrow \$3,324,355 for the costs of future stormwater treatment and escrow \$8,973,550 for the Cleanup Costs plus NJDEP's oversight costs, or pay those amounts over to JCBGI.



## **EXHIBIT A**

EXECUTION COPY

**TRANSFER AGREEMENT RELATING TO  
TRANSFER OF DELPHI'S NEW BRUNSWICK  
BATTERY FACILITY TO JCI**

THIS AGREEMENT, made and entered into this 26th day of May, 2006 by and between JOHNSON CONTROLS, INC., a Wisconsin corporation ("Buyer") and DELPHI AUTOMOTIVE SYSTEMS LLC, a Delaware limited liability company ("Seller").

**R E C I T A L S:**

WHEREAS, Seller is engaged in the Business (as hereinafter defined).

WHEREAS, on October 8, 2005 (the "Petition Date"), Seller and certain of its Affiliates filed voluntary petitions for relief (the "Bankruptcy Cases") under Chapter 11 of Title 11, U.S.C. §§101 et seq. (as amended) (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").

WHEREAS, upon the terms and subject to the conditions set forth in this Agreement, and as authorized under Sections 363 and 365 of the Bankruptcy Code, Seller wishes to sell to Buyer, all right, title and interest of Seller in and to the Acquired Assets (as hereinafter defined), and Buyer wishes to make such purchase; subject to the conditions set forth in this Agreement.

WHEREAS, Buyer and Seller are parties to a Tier 2 Component Supply Agreement ("CSA") under which Seller manufactures SLI batteries, at the Seller's facility in New Brunswick, New Jersey (the "Facility").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, Buyer and Seller agree as follows:

1. **DEFINITIONS.** As used in this Agreement, the following words, when capitalized, shall have the respective meanings set forth below:

1.1 "Acquired Assets" means the Real Property and all of the following assets to the extent owned by Seller and used or held for use primarily or exclusively in the Business at the Facility: (i) Administrative Assets; (ii) Permits; (iii) Personal Property owned by Seller, located at the Facility and used for manufacturing Products for Buyer under the CSA, including any addition thereto or any replacement, adjustment or modification thereof; and (iv) certain Inventory of the Business. Exhibit 1.1 to this Agreement contains a list of the Acquired Assets consisting of Personal Property and Real Property as of the date hereof to the best of Seller's Knowledge. For the avoidance of doubt, it is specified that the term "Acquired Assets" does not include: (i) any machinery, equipment and other assets owned by Buyer; (ii) any of Seller's assets within its Laurel, Mississippi or Flint, Michigan operations (which make plastic battery trays, covers and other plastic components of Products) or Fitzgerald, Georgia operations (without affecting JCI's rights to its bailed assets within those facilities); (iii) assets owned by third parties; (iv) except as set forth in Section 7.3 (Indemnity), the benefits of any of Seller's or Seller's Affiliates' insurance policies relating to the operation of the

Business (including any right to proceeds thereunder); (v) all finished goods Inventory and all inventories, products, rights, properties, assets and businesses of the Business which shall have been transferred or disposed of by Seller prior to Completion in the Ordinary Course of Business or not otherwise in breach of this Agreement; (vi) Any Inventory consisting of work in process (other than green group batteries), or raw materials not listed on Exhibit 1.11 of this Agreement, including the excluded raw materials Inventory set forth on Exhibit 1.1(vi); (vii) any Contracts; and (viii) any document or information the transfer of which is prohibited by law or regulation.

**1.2 "Administrative Assets"** means books, records and other administrative assets including advertising and promotional materials, catalogues, price lists, correspondence, mailing lists, customer lists, vendor lists, photographs, production data, sales materials and records, purchasing materials and records, personnel records of employees, billing records, accounting records, other financial records, sale order files, tool routings, labor routings, facility blueprints, service blueprints and plant layouts; provided, however that Administrative Assets does not include Technical Documentation or information and materials protected by attorney-client privilege (the lack of which materials are not material to the operation of the Business under the CSA).

**1.3 "Affiliate"** means with respect to any Party any business or other entity directly or indirectly controlling, controlled by or under common control with such specified entity. For purposes of this definition, control means ownership of more than fifty percent (50%) of the shares or other equity interest having power to elect directors or persons performing a similar functions.

**1.4 "Agreement"** means this Transfer Agreement, including Exhibit 4.1 and all other exhibits to this Agreement.

**1.5** Intentionally omitted.

**1.6 "Business"** means the manufacture of starting SLI batteries by Seller at the Facility.

**1.7 "Completion"** means completion of the purchase of the Acquired Assets by Buyer resulting from and in accordance with this Agreement.

**1.8 "Completion Date"** means the date of Completion of the transfer of the Facility to Purchaser under this Agreement.

**1.9 "Contracts"** means purchase orders, service contracts, leases, product warranty or service agreements and other commitments, agreements and undertakings relating to the Business.

**1.10 "Improvements"** means buildings, fixtures and other improvements to Real Property, including the Facility.

**1.11 "Inventory"** included within the Acquired Assets means finished Products, raw materials set forth on Exhibit 1.11, work-in-process consisting of green group batteries, packaging, stores, stock, supplies, spare parts and other inventory used in making Products located at the Facility.

**1.12 "Lien"** means any lien, mortgage, charge, pledge, security interest, restriction on transferability, easement, defect of title or other claim, easement, encroachment or other encumbrance of any nature whatsoever on any Acquired Asset.

**1.13 "IUE Consent"** means the IUE waiver of "no sale" provisions contained in the Delphi-IUE-CWA National Agreement (as defined in Exhibit 4.1) and IUE waiver of the Buyer's assumption of the Unpublished Delphi IUE-CWA Neutrality Letter or any other neutrality agreement, included as part of Exhibit 1.13 of this Agreement.

**1.14 "Purchase Price"** means the purchase price to be paid for the Acquired Assets, exclusive of any Transaction Taxes, equal to One Dollar (\$1.00) plus (i) \$20.00 for every green group battery, and (ii) the CSA price for all finished goods Inventory, in each case located at the Facility as of close of business on July 31, 2006, based on a physical inventory to be conducted by the parties.

**1.15 "Ordinary Course of Business"** means the ordinary course of business of the Business, consistent with past practice and custom, including the CSA.

**1.16 "Party" or "Parties"** means Buyer and/or Seller.

**1.17 "Permits"** means permits, concessions, grants, franchises, licenses and other governmental authorizations and approvals issued to Seller and that relate exclusively to the Facility or the Acquired Assets, to the extent that Seller or any of its Affiliates has the power, authority or right to transfer or assign such Permits.

**1.18 "Permitted Lien"** means: (i) any Lien for taxes not yet delinquent; (ii) any statutory Lien arising in the ordinary course of business by operation of law with respect to a liability that is not yet delinquent; (iii) purchase money security interests arising in the Ordinary Course of Business; (iv) security interests relating to vendor tooling arising in the Ordinary Course of Business; (v) Liens and encumbrances of record; and (vi) Liens consented to by Buyer (such consent not to be unreasonably withheld).

**1.19 "Personal Property"** means tangible personal property other than Administrative Assets, Inventory, including production machinery, equipment, tools, dies, jigs, molds, patterns, gauges, production fixtures, material handling equipment, business machines, office furniture and fixtures, in-factory vehicles, trucks, model shop equipment, laboratory test fixtures and other tangible personal property used by the Business, whether located at the Facility, at the place of business of a vendor or elsewhere.

**1.20 "Products"** means SLI batteries.

**1.21 "Real Property"** means the real property used by the Business and owned by Seller, as described in Exhibit 1.21, and all Improvements located thereon.

**1.22 "Sale Approval Order"** means an order or orders of the Bankruptcy Court issued pursuant to Sections 363 and 365 of the Bankruptcy Code substantially in the form set forth on Exhibit 1.22 to this Agreement, authorizing and approving, among other things, the sale, transfer and assignment of the Acquired Assets to Buyer in accordance with the terms and conditions of this Agreement, free and clear of all Liens other than Permitted Liens.

1.23 "Seller's Knowledge" or "Knowledge of Seller" means the knowledge of any of the individuals listed on Exhibit 1.23 with respect to their respective functional areas of expertise. For this purpose, an individual will be deemed to have Knowledge of a particular fact or other matter if: (i) such individual is actually aware of such fact or other matter; or (ii) a prudent individual would be expected to discover or otherwise become aware of such fact or other matter in the course of conducting a reasonable inquiry of Delphi's files and its employees who, in the ordinary course of their job responsibilities, would reasonably be expected to have actual possession or actual personal Knowledge of such information.

1.24 "SLI Batteries" means starting, lighting and ignition lead-acid batteries.

1.25 "Technical Documentation" means: (i) assembly and parts drawings, material specifications and drawings for Products; (ii) information to assemble Products; (iii) labor and tool routing sheets; drawings of special tools, fixtures, dies, jigs, gauges and patterns, and service information; and (iv) operating manuals, instructions and other available, relevant documents relating to the operation of the machinery and equipment located at the Facility.

1.26 "Transaction Taxes" mean any sales taxes, documentary and stamp taxes, transfer taxes, use taxes, excise taxes, value-added taxes, registration duties, gross receipts or similar charges, all charges for filing and recording documents in connection with the transfer of the Acquired Assets.

## 2. COMPLETION OF THE SALE OF THE ACQUIRED ASSETS:

2.1 Completion. Subject to the conditions set forth in this Section 2.1, Completion shall take place on the Completion Date at the offices of Seller in Troy, Michigan or at such other place as Buyer and Seller may jointly determine. The Completion date will be the later of August 1 (12:01AM EST), 2006 and the date that is ten (10) days after the date of the Sale Approval Order, unless otherwise agreed by the Parties. Each Party's obligation to perform at the Completion Date is subject to:

A. Bankruptcy Court approval of the Sale Approval Order, including without limitation, approval of Exhibit 1.13.

B. Completion of the implementation of the attrition plan set forth in Exhibit 1.13 (the "Attrition Plan") to reduce the number of U.S. Hourly Employees to approximately one hundred (100) U.S. Hourly Employees, in accordance with the terms of the IUE Consent;

C. Seller must not have negotiated any other Collective Bargaining Agreement which purports to be applicable to the New Brunswick Facility.

D. The other Party's being in compliance, in all material respects, with its agreements with respect to Employee Matters that are such other Party's responsibility, and to be performed before Completion as described in Exhibit 4.1 hereto, and with such Party's representations and warranties set forth in Section 3 of this Agreement being true and correct in all material respects as of

the Completion Date, except where a failure is due to the acts or omissions of the other Party;

E. The other Party must not be in default in any material respect under, and must not have rejected, the CSA dated June 30, 2005;

F. The Facility must be an operational plant producing Products in accordance with the CSA, with such changes as contemplated in Exhibit 1.13; and

G. The other party shall be in compliance in all material respects with the Environmental Matters Agreement dated June 30, 2005 with respect to the Facility.

H. Each Party undertakes to pay to the other or to the relevant tax authorities the Transaction Taxes as required by applicable law and in accordance with Section 1.26.

**2.2 Seller Deliveries at Completion.** At Completion Seller shall deliver to Buyer:

A. A Bill of Sale for the Personal Property and Inventory, substantially in the form of Exhibit 2.2A hereto, duly executed together with an invoice relating to the Acquired Assets transferred;

B. A covenant deed for the Real Property;

C. A certificate that all the representations and warranties made in Article 3 by Seller are true and correct in all material respects, and that it has complied with its obligations under this Section 2.2, with the same force and effect, and subject to the same qualifications, as though made at Completion;

D. Officer's certificate stating that at least \$12.5 million USD has been incurred by Delphi in furtherance of the Attrition Plan, as referred to in Section 3.A(xi) of Exhibit 4.1; and

E. Such other documents as may be necessary to give Buyer good and valid title to and ownership of the Acquired Assets.

**2.3 Buyer Deliveries at Completion.** At Completion Buyer shall:

A. A certificate that all the representations and warranties made in Section 3 by Buyer are true and correct in all material respects, and that it has complied with its obligations under this Section 2.3, with the same force and effect, and subject to the same qualifications, as though made at Completion; and

B. Pay to Seller the Purchase Price by wire transfer in accordance with wiring instructions to be provided by Seller before Completion.

**2.4 Transfer of Acquired Assets.** Seller and Buyer hereby agree that, as of the Completion Date, title and risk of loss to all Acquired Assets shall pass from Seller to Buyer.

**2.5 Post Closing Deliveries.** Buyer will pay for assets, goods or services ordered by Seller on or before Completion for the Business in the Ordinary Course of Business to the extent such assets, goods or services are received by the Business after the Completion Date; other than Inventory items that have been excluded from the Acquired Assets under Section 1.1(vi) of this Agreement. If any such excluded items are delivered to the facility after Completion, Buyer will promptly contact Seller and segregate such items in a reasonable manner, and Seller and Buyer will cooperate in Seller's removal of such items within 30 days after such notice as set forth in Section 8.15 below.

**2.6 Prorations, Adjustments of Expenses Following Completion:**

**A. Prorations:**

(i) To the extent that Seller makes any payment relating to the Business prior to, on or following the Completion Date with respect to any item listed in clause (ii) below relating to periods following the Completion Date for which Buyer will receive a benefit, Buyer shall reimburse Seller on a per diem basis, unless otherwise provided for; and

(ii) To the extent Buyer makes any payment relating to the Business following the Completion Date with respect to any item listed below relating to periods on or prior to the Completion Date for which Seller received a benefit, Seller shall reimburse Buyer on a per diem basis, unless otherwise provided for, in each case for the following:

(a) Personal, real property and other ad valorem Taxes, with real property Taxes allocated pursuant to Section 5.5.

(b) Water, wastewater treatment, sewer charges and other similar types of charges and/or Taxes thereon and any other assessments payable with respect to the Business.

(c) Electric, fuel, gas, telephone and other utility charges.

(d) Reimbursable employee business expenses will be paid by Seller if incurred prior to or on the Completion Date or Buyer if incurred after the Completion Date.

(e) Rentals and other charges under leases to be transferred to or assumed by the Buyer pursuant to this Agreement.

(f) Payments and charges due pursuant to any Contract (other than pursuant to collective bargaining agreements,

Benefit Plans (as defined in Section 3(3) of ERISA)), employee payroll-related items except as set forth in clause (d), Permit, commitment or other binding arrangement to which Seller is a party or is obligated and which are being assumed by the Buyer pursuant to this Agreement or offered to Buyer by Seller on a transition services basis, as may be agreed by the Parties prior to Completion.

B. **Further Assurance.** To the extent that, after the Completion Date, Delphi, on the one hand, or Buyer, on the other hand, receives any bills or invoices for any of the items listed in this Section 2.6 or similar items, relating to both pre-Completion and post-Completion periods, such Party shall, within ten (10) business days, send any such bills or invoices to the other Party. If necessary to avoid incurring interest, penalties and/or late charges, the Party receiving any such bill or invoice shall pay all amounts shown to be due thereon, and shall invoice the other Party for all amounts owed by such other Party thereunder, and such other Party shall reimburse such amounts in accordance with Section 2.6C.

C. **Payments.** Any payments due under this Section 2.6 shall be made within fifteen (15) days after the end of the month in which a bill or invoice is sent to a Party pursuant to Section 2.6C; provided, however, that the disputed portion of any such item shall be paid within fifteen (15) days after the final determination thereof on an item-by-item basis. When any Party makes a payment to a third party which is required to be reimbursed to it by another Party, the reimbursement payment shall be considered the repayment of an advance. Such payments shall be made by wire transfer in immediately available funds.

2.7 **Approvals and Consents; Cooperation; Notification.** Seller shall notify, as required by the Bankruptcy Court, all parties entitled to notice of the proposed sale of the Acquired Assets to Buyer, and Buyer will cooperate with Seller in attempting to obtain the Sale Approval Order.

2.8 **Fitzgerald.** Regarding Delphi's supply of Products to JCI from Delphi's Fitzgerald, Georgia battery manufacturing facility, Delphi will continue to supply such batteries to JCI in accordance with the terms of the Component Supply Agreement between the parties dated July 1, 2005 ("CSA"), as amended. In no event shall the pricing of Products manufactured at Fitzgerald be modified other than the GM discounts and other changes and adjustments contemplated by the existing CSA terms.

### 3. **REPRESENTATIONS, WARRANTIES AND INDEMNITIES:**

3.1 **Representations and Warranties made by each Party.** Each of Seller and Buyer makes the representations and warranties contained in this Article 3 to the other Party except for those in Section 3.6, which are made solely by Seller to Buyer. The representations and warranties contained in this Article 3 are made on the date of this Agreement and are deemed to be repeated on the Completion Date.

3.2 **Power and Authority.** Subject to Bankruptcy Court approval of the Sale Approval Order, it has the power to execute, deliver and perform this Agreement, and



has taken all necessary action to authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby.

**3.3 Authorizations.** Subject to Bankruptcy Court approval of the Sale Approval Order, all authorizations required in connection with the execution, delivery, performance, validity and enforceability of, and the transactions contemplated by, this Agreement have been obtained or effected and are in full force and effect, provided, however, that performance of this Agreement is subject to Buyer and Seller taking necessary action as required to meet their respective obligations regarding employee matters, as set forth on Exhibit 4.1 hereto.

**3.4 Enforceability.** Subject to Bankruptcy Court approval of the Sale Approval Order, this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms.

**3.5 No Breach.** Subject to Bankruptcy Court approval of the Sale Approval Order, entering into this Agreement and performing its undertakings hereunder shall not result in the breach of any provision of, or constitute a default under, any judgment, decree, indenture, mortgage or other agreement or instrument to which it is a party or by which it is bound.

**3.6 Miscellaneous Matters Relating to Business:**

A. **Ownership of the Acquired Assets.** Seller has good, valid and marketable title to the Acquired Assets, and upon entry by the Bankruptcy Court of the Sale Approval Order, Seller shall transfer and convey the Acquired Assets free and clear of any Lien other than Permitted Liens. Except for this Agreement and the Bankruptcy Court approvals reflected in the Sale Approval Order, the Real Property will be transferred free and clear of any restrictions with respect to the transferability or divisibility thereof. At the Closing, Buyer will receive good and marketable fee title or leasehold title (as applicable) to all of the Real Property owned by Seller, free and clear of all Liens other than the Permitted Liens.

B. **Condition.** The Real Property and Personal Property (other than Inventory) have been maintained as required by the CSA and are in such condition (considering age and purpose for which used) as to enable the Business to be conducted as currently conducted without material disruption.

C. **Inventory.** SELLER MAKES NO WARRANTY OF WHATSOEVER KIND OR NATURE REGARDING INVENTORY, ALL OF WHICH IS BEING SOLD "AS IS" AND "WHERE IS", AND SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE CONDITION OF THE INVENTORY AND EACH PART THEREOF, AND THE ADEQUACY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE INVENTORY OR ANY PART THEREOF.

D. **Real Property.** To Seller's Knowledge, the use of the Real Property as currently used is a permitted use by right in the applicable zoning classification and is not a nonconforming use or a conditioned use, and no variances are needed and none have been granted with respect to the Real

Property. There are currently in full force and effect duly issued certificates of occupancy permitting the Real Property and the Facility to be legally used and occupied for the purpose of conducting the Business. The Real Property has rights of access to dedicated public highways. To Seller's Knowledge, no fact or condition exists that would prohibit or adversely affect the ordinary rights of access to and from the Real Property from and to the existing highways and roads, and there is no pending or, to Seller's Knowledge, threatened restriction or denial, governmental or otherwise, upon such ingress and egress. Seller has not received notice of: (i) any claim of adverse possession or prescriptive rights involving or affecting any of the Real Property; (ii) any structure located on any Real Property that encroaches on or over the boundaries of neighboring or adjacent properties; or (iii) any structure of any other person or entity that encroaches on or over the boundaries of any Real Property. None of the Real Property is located in a flood plain, flood hazard area, wetland or lakeshore erosion area within the meaning of any Law or Order.

E. **No Condemnation, Expropriation or Similar Action.** To Seller's Knowledge, neither the whole nor any portion of the Real Property is subject to any order to be sold (other than the Sale Approval Order) or is being condemned, expropriated or otherwise taken by any governmental entity with or without payment of compensation therefore, and no such condemnation, expropriation or taking has been planned, scheduled or proposed.

F. **Compliance.** The Real Property is, or at the time of Completion will be, in compliance in all material respects with any applicable law, regulation or ordinance, and Seller has not received any notice, written or to the best of Seller's knowledge oral, of any such violation.

G. **Litigation.** Except for matters disclosed prior to Completion and for which Seller will retain responsibility if so required under the terms of the CSA, there is no litigation or administrative proceeding and to Seller's Knowledge, threatened litigation or administrative proceeding which affects or could affect the Real Property or Buyer's ability to conduct the Business at the Facility.

H. **Environmental Matters.** Seller makes no representations or warranties regarding environmental matters in this Agreement (notwithstanding anything to the contrary herein). Notwithstanding the aforementioned, to the extent that the Sale Approval Order or other applicable provisions of the Bankruptcy Code fails to discharge liability with respect to any claims brought by a third party against Buyer relating to pre-Completion environmental matters at the Facility, Seller will indemnify Buyer as set forth in Exhibit 3.6.H to this Agreement.

I. Seller represents and warrants that, except for the unpublished Neutrality Letter and Exhibit 1.13 referenced herein, Seller has no current agreements or understandings with the IUE-CWA which create obligations or liabilities for Buyer at its other plants if Buyer purchases the New Brunswick facility or assumes the terms of the Delphi IUE-CWA National Agreement or the Delphi IUE-CWA Local Agreement.

J. EXCEPT FOR SPECIFIC REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT, THE ACQUIRED ASSETS ARE BEING SOLD ON AN "AS IS," "WHERE IS" BASIS AND SELLER DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE WITH RESPECT TO THE ACQUIRED ASSETS WHICH EXTEND BEYOND THE AFORESAID SPECIFIC REPRESENTATIONS AND WARRANTIES.

3.7 Product Warranty/Liability:

A. Buyer Indemnity. Buyer will defend, indemnify and hold harmless Seller and its directors, officers, agents and employees, from and against any and all claims, suits, causes of action, liabilities, losses, damages, costs of settlement, and expenses (including reasonable attorney fees) which may be imposed upon or incurred by Seller from claims, suits or causes of action (including without limitation those for death, personal injury, or property damage) by any Person whatsoever at any time against Seller and/or its directors, officers, agents and employees to the extent arising from, caused or alleged to be caused by: (a) defective or improper design or manufacture of any Products manufactured by Seller under the CSA; (b) infringement of any intellectual property right (including patent, trademark, copyright, moral, industrial design or other proprietary rights, or misuse or misappropriation of trade secret) in connection with the design or manufacture of any Products other than infringement of U.S. Patent No. 4,906,540 or U.S. Patent No. 5,401,278; and/or (c) the failure of the design of Products to comply with any applicable Laws.

B. Seller Indemnity. To the extent that the Sale Approval Order or other applicable provisions of the Bankruptcy Code fails to discharge liability with respect to any claims for Products manufactured at the Facility brought by a third party against Buyer relating to pre-Completion Product warranty/liability matters, Seller will defend, indemnify and hold harmless Buyer and its directors, officers, agents and employees, from and against any and all claims, suits, causes of action, liabilities, losses, damages, costs of settlement, and expenses (including reasonable attorney fees) which may be imposed upon or incurred by Buyer from claims, suits or causes of action (including without limitation those for death, personal injury, or property damage) by any Person whatsoever at any time against Buyer and/or its directors, officers, agents and employees to the extent arising from or caused by: (a) infringement of U.S. Patent No. 4,906,540 or U.S. Patent No. 5,401,278; (b) infringement of any intellectual property right (including patent, trademark, copyright, moral, industrial design or other proprietary rights, or misuse or misappropriation of trade secret) other than in connection with the design or manufacture of any Products; (c) the failure of the Products manufactured by Seller at the Facility under the CSA to comply in any material respect with the applicable specifications as a result of Seller's failure to comply with the Manufacturing and Quality Procedures set forth in the CSA or negligent workmanship; and/or (d) any and all claims related to the Facility, its employees, Products to the extent arising in any manner out of facts or circumstances in existence prior to July 1, 2005.

4. **EMPLOYEE MATTERS.** The treatment of U.S. Hourly Employees and U.S. Salaried Employees, and the obligations of Seller and Buyer with respect thereto, will be as set forth in Exhibit 4.1.

5. **TAX MATTERS:**

5.1 **Seller Responsibilities.** Seller shall file any Tax Returns and pay any Taxes which may be required by any federal, state, local or foreign tax authorities or governmental agencies by reason of business conducted by Seller on or prior to the Completion Date.

5.2 **Buyer Responsibilities.** Buyer shall file any Tax Returns and pay any Taxes which may be required by any federal, state, local or foreign tax authorities or governmental agencies by reason of business conducted by Buyer after the Completion Date. All United States or foreign, national, state or local sales taxes, documentary and stamp taxes, transfer taxes, registration taxes, use taxes, gross receipts taxes, registration duties and all charges for filing and recording documents in connection with the transfer of the Acquired Assets (including intellectual property filing and recording fees), as well any permit, transfer and filing fees required in order to obtain governmental approvals and consents relating to the transactions contemplated by this Agreement ("**Transfer Taxes**"), shall be borne by Buyer.

5.3 **Mutual Assistance.** Without affecting the foregoing responsibilities, Seller and Buyer shall provide reasonable assistance during normal business hours to one another to resolve any Tax issues which may relate to their respective business activities utilizing the Acquired Assets and personnel. Such assistance may include, without limitation, access to relevant business records and personnel in connection with: (i) the preparation and filing of Tax Returns, elections, consents, certifications and claims for refunds; (ii) the determination of liability for Taxes; and (iii) the response to tax audits, examinations and other proceedings. To the extent permitted by applicable law, Buyer and Seller agree to reasonably cooperate with each other to complete any and all exemption certificates or other documents that exempt any portion of the Purchase Price from any of the Transaction Taxes prior to either the Completion Date or the due date for such Transaction Tax.

5.4 **Definitions.** For purposes of this Agreement, the words "**Taxes**" and "**Tax Return**" are defined as follows:

A. "**Taxes**" mean any tax or similar governmental charge, impost or levy whatsoever (including, without limitation, income, franchise, transfer, taxes, use, gross receipts, value added, employment, excise, ad valorem, property, withholding, payroll, minimum, windfall profit taxes, transfer fees, customs duties or registration duties), together with any related penalties, fines, additions to tax or interest, imposed by the United States or any state, county, local or foreign governmental or subdivision or agency thereof;

B. "**Tax Return**" means any return, declaration, report, claim for refund or information return or statement, or any other similar filings related to Taxes, including any schedule or attachment thereto.

**5.5 Real Estate Taxes.** All real estate taxes and assessments assessed on the Real Property for the calendar year in which the Completion occurs shall be prorated between Buyer and Seller. The Seller shall be allocated tax liability for the portion of the year beginning on January 1 and ending on the Completion Date; the Buyer shall be allocated tax liability for the portion of the year beginning on the day following the Completion Date and ending on December 31. The percentage for each party will be the number of days in its portion of the year divided by the total number of days in the year. Since the actual determination of tax liability for a given calendar year occurs in June, if the Completion Date occurs before the tax has been determined for the year, the calculation of the prorated taxes will be made as soon as practical after the tax bill has been rendered for the calendar year. If the Completion Date occurs after the tax liability has been determined for the year, the calculation of the prorated taxes will take place at Completion. Each party will be responsible for paying or otherwise discharging any installments due in the year in which the Completion Date occurs based on ownership of the property at the time the installment is due. If the tax allocated to a party exceeds the installments paid or to be paid by that party, that party will make a payment to the other party equal to the excess of the prorated liability over the sum of the installment payments paid or to be paid. The parties agree to cooperate as necessary to accurately and promptly determine the prorated tax liability.

**6. GOVERNING LAW; DISPUTE RESOLUTION:**

**6.1 Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of New York, without giving effect to rules governing the conflict of laws. Buyer and Seller irrevocably and unconditionally consent to submit to the jurisdiction of the Bankruptcy Court for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby (and agree not to commence any litigation relating thereto except in the Bankruptcy Court).

**6.2 Dispute Resolution:**

A. Buyer and Seller will, in the first instance, attempt to settle any and all claims or disputes arising in connection with this Agreement by good faith negotiations by senior management of each Party. If the dispute is not resolved by senior management within thirty (30) days after delivery of a written request for such negotiation by either Party to the other, either Party may make a written demand (the "**Demanding Party**") for formal dispute resolution (the "**Notice of Dispute**") and specify therein in reasonable detail the nature of the dispute. Within ten (10) days after receipt of the Notice of Dispute, the receiving Party (the "**Defending Party**") shall submit to the other a written response. The Notice of Dispute and the response shall include: (i) a statement of the respective Party's position and a summary of arguments supporting that position; and (ii) the name and title of the executive who will represent that Party and of any other person who will accompany the executive to meetings of the parties. Within fifteen (15) days after such written notification, the executives (and other named in the Notice of Dispute or response) will meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute (the "**Dispute Resolution Meeting**"). All reasonable requests for information made by one Party to the other will be honored promptly. All negotiations pursuant to this Section 6.2A are confidential and shall be treated as

compromise and settlement negotiations for purposes of applicable rules of evidence.

B. The parties agree that neither of them will initiate legal action in respect of a dispute within the period of fifteen (15) days following the Dispute Resolution Meeting. In the absence of agreement at the Dispute Resolution Meeting and following that fifteen (15) day period, any party shall be free to pursue its rights and remedies as it may see fit in accordance with this Agreement.

7. **INDEMNIFICATION:**

7.1 **Indemnification:**

A. **Indemnification Provisions for Benefit of Buyer.** If Seller breaches any of its warranties or covenants contained in this Agreement, and Buyer makes a written claim for indemnification against Seller in accordance with the procedures set forth in Section 7.2 below within the applicable survival period, to the extent that the Sale Approval Order or other applicable provisions of the Bankruptcy Code fails to discharge the underlying third party claim, Seller agrees to indemnify Buyer and its Affiliates and their officers, directors, employees and agents (individually a "**Buyer Indemnatee**" and collectively the "**Buyer Indemnitees**") and to hold each Buyer Indemnatee harmless from and against all damages, losses and expenses (including reasonable expenses of investigation and attorneys' fees) ("**Losses**") to the extent caused by or arising out of: (i) any breach of warranty or inaccurate or erroneous representation of Seller contained in this Agreement or in any certificate delivered pursuant to this Agreement; or (ii) any breach of this Agreement. Buyer shall be named as an additional insured on Seller's General Liability and Excess Liability policies as related to the Business, but only to the extent of Seller's Indemnification Obligations under this Agreement. Buyer agrees that all claims for indemnification shall be presented to Seller in advance of its insurers to the extent that Buyer does not invalidate its obligations to ensure coverage of such claims is not jeopardized.

B. **Indemnification Provisions for Benefit of Seller.** If Buyer breaches any of its Warranties or covenants contained in this Agreement, and Seller makes a written claim for indemnification against Buyer in accordance with the procedures set forth in Section 7.2 below within the applicable survival period, Buyer agrees to indemnify Seller and its Affiliates and their officers, directors, employees and agents (individually a "**Seller Indemnatee**" and collectively the "**Seller Indemnitees**") and to hold each Seller Indemnatee harmless from and against all Losses to the extent caused by or arising out of: (i) any breach of warranty or inaccurate or erroneous representation of Buyer contained in this Agreement or in any certificate delivered pursuant to this Agreement; (ii) any breach of this Agreement.

C. **Mitigation.** Notwithstanding anything to the contrary in this Section B, no Party shall have an obligation to indemnify the other Party with respect to any Losses to the extent such Losses could have reasonably been

avoided by such other Party, or the damage to such other Party from such Losses reasonably could have been mitigated.

D. **Deductible and Cap.** No Indemnitor shall be liable to an Indemnatee until the amount of all indemnifiable Losses of such Indemnatee in the aggregate exceeds USD One Hundred Thousand (\$100,000.00) ("**Deductible Amount**") threshold, after which point the Indemnitor will be obligated to the Indemnatee from and against indemnifiable Losses in excess of the Deductible Amount until the amount of indemnifiable Losses paid by such indemnifying Party in the aggregate reaches a cap equal to USD Twenty Million (\$20 million) (the "**Cap Amount**") after which point the indemnifying Party will have no further obligation with respect to Losses under this Agreement.

**7.2 Indemnification Procedure.** When a Party obtains knowledge of the commencement of any third-party claim, action, suit or proceeding or of the occurrence of any event or the existence of any state of facts which may become the basis of a third-party claim (any such claim, action, suit or proceeding or event or state of facts being hereinafter referred to in this Section as a "**Claim**"), in respect of which such Party (an "**Indemnatee**") is entitled to indemnification under this Agreement, such Indemnatee shall promptly notify the indemnitor under this Agreement (the "**Indemnitor**") of such Claim in writing; provided, however, that any failure to give such notice will not waive any rights of the Indemnatee except to the extent that the rights of the Indemnitor are prejudiced thereby. With respect to any Claim as to which such notice is given by the Indemnatee to the Indemnitor, the Indemnitor may, subject to the provisions below, assume the defense and settlement of such Claim; provided, however, that: (i) the Indemnatee shall cooperate with the Indemnitor in the defense and settlement of such Claim in any manner reasonably requested by the Indemnitor; the Indemnatee will not, and it will use all reasonable efforts to ensure that its employees will not, make an admission of liability in respect of any Third Party Claim and as soon as it becomes aware of a Third Party Claim it shall issue an instruction to relevant employees requiring them not to make any disclosure or statement to any third party in relation to any Third Party Claim or any product or service to which such Third Party Claim relates (except for notices to governmental authorities as required by applicable Laws) without the prior written consent of the Indemnitor (such consent not to be unreasonably withheld or delayed); (ii) the Indemnatee shall have the right to pay or settle such Claim at any time, in which event the Indemnatee shall be deemed to have waived any right to indemnification therefor by the Indemnitor; (iii) the Indemnatee shall be permitted to join in the defense and settlement of such Claim and to employ counsel at its own expense; and (iv) the Indemnitor shall not consent to the entry of any judgment or enter into any settlement with respect to such Claim without the written consent of the Indemnatee, provided further, however, that if Indemnatee fails to consent to a written settlement offer and judgment is subsequently entered in an amount exceeding the amount of such offer, then Indemnitor shall have no responsibility for the amount of such excess.

If: (i) the Indemnitor fails to assume the defense of such Claim or, having assumed the defense and settlement of such Claim, fails reasonably to contest such Claim in good faith; and (ii) the remedy sought by the claimant with respect to such Claim is not solely for money damages, the Indemnatee, without waiving its right to indemnification, may assume the defense and settlement of such Claim; provided, however, that: (a) the Indemnitor shall be permitted to join in the defense and settlement of such Claim and to employ counsel at its own expense; (b) the Indemnitor shall



cooperate with the Indemnitee in the defense and settlement of such Claim in any reasonable manner requested by the Indemnitee; and (c) the Indemnitee shall not consent to the entry of any judgment or enter into any settlement with respect to such Claim without the written consent of the Indemnitor.

As used in this section, the term Indemnitee shall be deemed to include the plural thereof where the rights or obligations of more than one Indemnitee may be involved.

**7.3 Sole and Exclusive Remedy.** Each of Buyer and Seller acknowledge and agree that the indemnification provided in this Article 7 shall be the sole and exclusive remedy of the parties and their Affiliates and their respective successors and assigns in respect of any claim for monetary damages arising out of or under this Agreement.

**8. GENERAL PROVISIONS:**

**8.1 No Inducement.** The Parties represent to each other and each agrees that, neither it nor any person acting on its behalf has, in contravention of any applicable law, given or offered to give or will give or offer to give any sum of money or other material consideration to any person, directly or indirectly, as an inducement to obtain business hereunder or to influence the granting of licenses or other governmental permissions to enter into this Agreement or perform obligations hereunder.

**8.2 Governing Approvals.** Seller and Buyer, respectively, shall be responsible for compliance with and for the obtaining of such approvals and/or permits as may be required under national, state and local laws, ordinances, regulations and rules as may be applicable to the performance of their respective responsibilities and obligations under this Agreement.

**8.3 No Agency.** This Agreement does not constitute either Party the agent or legal representative of the other Party. Neither Party is authorized to create any obligation on behalf of the other Party.

**8.4 Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and assigns. No Party may assign this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other Party; provided, however, that Seller has the right to assign any of its rights or obligations hereunder to any division, subsidiary or affiliate of Seller or to any successor to any or all of Seller's business; provided that, notwithstanding such assignment Seller shall remain liable for all of its obligations hereunder.

**8.5 No Implied Waiver.** The failure of either Party at any time to require performance by the other Party of any provision hereof shall in no way affect the full right to require such performance at any time thereafter. The waiver by either Party of a breach of any provision hereof shall not constitute a waiver of the provision itself. The failure of either Party to exercise its rights provided under this Agreement shall not constitute a waiver of such right.



8.6 **Notices.** Any notice under this Agreement shall be in writing (letter, facsimile or telegram) and shall be effective when received by the addressee at its address indicated below:

Notice sent to Seller shall be addressed as follows:

**DELPHI AUTOMOTIVE SYSTEMS LLC**  
5725 Delphi Drive  
Troy, Michigan 48098  
Attn: President-Delphi Energy & Chassis Systems  
Fax No.: 248-813-4301

with a copy to:

**DELPHI AUTOMOTIVE SYSTEMS LLC**  
5725 Delphi Drive  
Troy, MI 48098-2815  
Attention: Assistant General Counsel  
Commercial & Transactional  
Fax: 248-813-2491

Notice sent to Buyer shall be addressed as follows:

**JOHNSON CONTROLS, INC.**  
5757 N. Green Bay Avenue  
PO Box 591  
Milwaukee, Wisconsin 53201-0591  
Attn: President - Battery  
Fax No.: 414-524-2828

with a copy to:

**JOHNSON CONTROLS, INC.**  
5757 N. Green Bay Avenue  
PO Box 591  
Milwaukee, Wisconsin 53201-0591  
Attn: General Counsel  
Fax No.: 414-524-2077

The parties by notice hereunder may designate other addresses to which notices shall be sent.

8.7 **Amendments.** This Agreement and the Mutual Nondisclosure Agreement dated April 24, 2006 between the Parties, constitutes the entire agreement of the Parties, and supersedes all previous agreements, oral or written, between Buyer and Seller with respect to the subject matter hereof. No amendment or modification to this Agreement shall be binding upon either Party unless it is in writing and is signed by both parties.

8.8 **Expenses.** Whether or not the transactions contemplated by this Agreement are consummated, Buyer and Seller shall each bear its respective

accounting, legal, financial, advisory and other expenses incurred in connection with the transactions contemplated by this Agreement.

**8.9 Headings.** The Article and/or Section headings herein are used for convenience of reference only and shall not be deemed a part of this Agreement for any purpose.

**8.10 Severability.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, that provision shall be deemed severed to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the parties shall negotiate in good faith to arrive at an alternative replacement provision approximating the parties' original business objective. The remaining provisions hereof shall remain in effect.

**8.11 Counterparts.** This Agreement may be executed in more than one counterpart, each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same agreement.

**8.12 Third Parties.** Nothing contained in this Agreement is intended to or shall be construed to confer upon or give to any person, firm, corporation, association, labor union or trust (other than the Parties, their Affiliates and their respective permitted successors and assigns), any claims, rights or remedies under or by reason of this Agreement.

**8.13 Bulk Sales.** Buyer hereby waives the requirements, if any, of all applicable bulk sales laws.

**8.14 Force Majeure.** Each Party shall be temporarily excused from performing its obligations under this Agreement for so long as such performance is prevented or delayed by any event of Force Majeure. The term "Force Majeure" shall, for purposes of this Agreement, include: (i) any strike or lockout at the plant of a Party or any of its suppliers; (ii) any act or omission of any government authority; or (iii) any other cause beyond the reasonable control of a Party. A Party affected by an event of Force Majeure shall promptly notify the other Party and shall use its best efforts to overcome and mitigate such event of Force Majeure.

8.15 **Excluded Inventory.** Within 30 days after Completion, Seller will remove at its sole cost and expense all Inventory not included in the Acquired Assets. Buyer will cooperate with Seller and provide reasonable access to the Facility to facilitate such removal.

**THIS AGREEMENT** was executed as of the day and year first set forth above.

**DELPHI AUTOMOTIVE SYSTEMS LLC**

By: 

Name: Keith Stipp

Title: Finance Director,  
Automotive Holdings Group

**JOHNSON CONTROLS, INC.**

By: 

Name: Gregg M. Sherrill

Title: Vice President, and General  
Manager  
Automotive Systems Group  
Battery Division

**EXHIBIT 1.1**

<u>Inventory number</u>	<u>Asset</u>	<u>Cap.date</u>	<u>Asset description</u>
DGT004763N01	1000654	12/1/1946	GRADING & LANDSCAPING
DGT004765N01	1000655	12/1/1946	ROADWAY
DGT004766N01	1000656	12/1/1946	SIDEWALKS
DGT004768N01	1000657	12/1/1946	SEWERS-STORM
DGT004770N01	1000658	12/1/1946	SEWERS-SANITARY
DGT004771N01	1000659	4/1/1947	GRADING & LANDSCAPING
DGT004772N02	1000660	12/1/1946	RAILROAD TRACKS & SIDINGS
DGT004774N	1000661	12/1/1946	WATER LINES
DGT004776N	1000662	12/1/1946	TUNNELS
DGT004888N	1000663	6/1/1948	LAND-NEW BRUNSWICK
DGT004911N	1000664	12/1/1953	MAIN BUILDING-WEST ADDITION-SEWERS
DGT004925N	1000665	8/1/1954	MAIN BUILDING-WEST ADDITION-PAVEMENT
DGT004926N	1000666	8/1/1954	RETAINING WALL
DGT008569N	1000667	12/1/1956	ROADWAY
DGT008607N	1000668	3/1/1958	FENCE
DGT008675N	1000669	12/1/1965	LAND-NEW BRUNSWICK
DGT008680N	1000670	4/1/1966	LAND IMPROVEMENTS
DGT008711N	1000671	10/1/1966	PARKING AREA
DGT008712N	1000672	12/1/1966	LIGHTING-OUTSIDE
DGT008725N	1000673	12/1/1968	RAILROAD SIDING
DGT012029N	1000674	10/1/1974	LAND-NEW BRUNSWICK
DGT012052N	1000675	9/1/1976	CONCRETE PAD-PVC
DGT012053N	1000676	9/1/1976	CONCRETE PAD-MATERIAL STORAGE
DGT012054N	1000677	9/1/1976	LEAD RECLAIM BUILDING-CONCRETE PAD F/LEAD STORAGE
DGT012085N	1000678	10/1/1977	ACID MIX BUILDING-CONCRETE PAD
DGT012086N	1000679	10/1/1977	ACID MIX BUILDING-CONCRETE PAD
DGT012087N	1000680	10/1/1977	CONCRETE PAD-REAR OF POWER HOUSE
DGT012087N01	1000681	2/1/1978	CONCRETE PAD-REAR OF POWER HOUSE
DGT012088N	1000682	10/1/1977	RETAINING WALL-WATER TOWER
DGT012110N	1000683	7/1/1978	GRADING & LANDSCAPING
DGT012221N	1000685	2/1/1989	WELLS-MONITORING
DGT012232N	1000686	6/1/1995	STORM WATER COLLECTION/TREATMENT SYSTEM
DGT690066	1000687	11/1/2001	ELIMINATION OF UNDERGROUND PROCESS SEWER
DGT004779N01	2001722	12/1/1946	MAIN BUILDING
DGT004779N02	2001723	11/1/2001	PHASE III VENTILATION REPAIRS
DGT004779N01	2001724	11/1/2001	LIGHTING FIXTURES, PLANT WALL, GAS MAIN
DGT004781N01	2001726	12/1/1946	GATE HOUSE
DGT004910N01	2001727	12/1/1953	MAIN BUILDING-WEST ADDITION
DGT004912N	2001728	12/1/1953	MAIN BUILDING-FIRE PROOF ROOF
DGT004915N	2001729	6/1/1954	HOSE HOUSE
DGT004923N01	2001730	12/1/1954	MAIN BUILDING-WEST ADDITION-ACCESS
DGT004928N02	2001731	12/1/1954	MAIN BUILDING-EAST ADDITION
DGT004928N03	2001732	8/1/1954	MAIN BUILDING-EAST ADDITION
DGT008542N	2001733	5/1/1956	WATER LINES
DGT008570N	2001734	12/1/1956	MAIN BUILDING-EAST ADDITION
DGT008594N	2001735	5/1/1957	MAIN BUILDING-LOCKER ROOM
DGT008649N	2001736	7/1/1962	OIL BUILDING
DGT008650N	2001737	2/1/1963	MAIN BUILDING-MEZZANINE-CASE
DGT008658N	2001738	6/1/1963	WAREHOUSE
DGT008664N	2001739	8/1/1965	MAIN BUILDING-ADDITION-MEZZANINE
DGT008674N	2001740	12/1/1965	MAIN BUILDING-ADDITION
DGT008720N	2001741	12/1/1968	SEWERS-SANITARY
DGT008721N	2001742	12/1/1968	SEWERS-STORM
DGT008738N	2001743	9/1/1970	MAIN BUILDING-MEZZANINE
DGT008744N	2001744	7/1/1971	ROOF-RAISE
DGT012049N	2001745	9/1/1976	LEAD RECLAIM BUILDING
DGT012049N01	2001746	6/1/1977	LEAD RECLAIM BUILDING
DGT012049N02	2001747	8/1/1977	LEAD RECLAIM BUILDING
DGT012050N	2001748	9/1/1976	ACID MIX BUILDING
DGT012050N01	2001749	10/1/1977	ACID MIX BUILDING
DGT012079N	2001750	2/1/1977	CURE ROOM MODIFICATIONS
DGT012092N	2001751	12/1/1977	WASTE TREATMENT BUILDING

DGT012092N01	2001752	5/1/1978 WASTE TREATMENT BUILDING
DGT012113N	2001753	7/1/1978 STORAGE SHED-3 SIDED
DGT012143N	2001754	3/1/1980 TRUCK DOCK ANNEX
DGT012145N	2001755	6/1/1980 BATTERY STORAGE BUILDING
DGT012165N	2001756	7/1/1971 MAIN BUILDING-MEZZANINE
DGT012175N	2001757	6/1/1983 FIRE LOOP
DGT012175N01	2001758	9/1/1984 FIRE LOOP
DGT012175N02	2001759	10/1/1984 FIRE LOOP
DGT012175N03	2001760	11/1/1984 FIRE LOOP
DGT012183N	2001761	12/1/1984 MAIN BUILDING-MEZZANINE
DGT012191N	2001762	8/1/1986 MAIN BUILDING-MEZZANINE-PAINT MIXING
DGT012231N	2001765	6/1/1995 OVERHEAD PROCESS SEWER
DGT105875	2001766	1/1/1998 FRONT ENTRANCE STEPS, RAMPS, RAILS
DGT105877	2001767	11/1/2001 NON-SLIP GRATING, ISLES BTWN CHARGE TABLES & FILL
DGT105909	2001768	1/1/2002 SAFETY STEPS AND HANDRAILS
DGT105922B	2001769	11/1/2001 NON-SLIP GRATING FOR FORMATION FLOOR
DGT105923B	2001770	11/1/2001 FOAM ROOF '98
DGT105928	2001771	1/2/1998 UPGRADE HEATING SYSTEM
DGT690029	2001772	1/2/1998 1996 ROOF REPAIR
DGT690037	2001773	11/1/1998 AUTO SIZE CONTAINMENT DOOR
DGT690038	2001774	11/1/1998 AUTO SIZE CONTAINMENT DOOR
DGT690039	2001775	11/1/1998 AUTO SIZE CONTAINMENT DOOR
DGT690061	2001776	11/1/2001 TRENCH & FOUNDATION FOR THE X-MET LINE
DGT690062	2001777	11/1/2001 MEZZANINE FOR THE X-MET LINE
DGT690063	2001778	11/1/2001 ROOF ENCLOSURE FOR THE X-MET LINE
DGT690100	2001779	11/1/2001 REPLACE LIGHTING ON CHG FLOOR, REPLACE LIGHTING SE
DGT690170	2001780	11/1/2001 OUTDOOR SMOKING SHELTER -- NEW BRUNSWICK BATTERY P
DGT690171	2001781	11/1/2001 OUTDOOR SMOKING SHELTER -- NEW BRUNSWICK BATTERY P
DGT690197	2001782	11/1/2001 SECURITY/FIRE ALARM UPGRADE
DGT72424	2001783	11/1/2001 INSTALL SPRINKLER SYSTEM
DGTB690064	2001784	11/1/2001 INSTALLATION OF MEZZANINE FOR X-MET FROM MUNCIE TO
DGT690110	2004713	9/11/2002 REPAIR BATTERY FORMATION VENTILATION SYSTEM
DGTB690114	2004714	9/11/2002 REPLACE FLOOR IN WET HEAT SEALER AREA
DGTB690090	2004715	9/11/2002 REPAIR WALL OF BUILDING TO NEW CONDITION
DGT690175	2004716	9/11/2002 GREEN GROUP VENTILATION -- NB
DGT690221	2004717	9/11/2002 INSTALL NEW DUCTWORK ON CHARGE FLOOR
DGT690198	2004718	9/11/2002 GUARDING/FIRE PROTECTION TANK FARM
DGT690189	2004719	9/11/2002 VENTILATION COLLECTOR FOR GREEN GROUP LEAN CELL -
DGT690179	2004720	9/11/2002 NEW BRUNSWICK STEAM HOOD UPGRADE
DGT690223	2008539	9/23/2003 DESIGN FOR A NATURAL GAS LINE FOR PLANT
DGT690268	2008540	9/23/2003 HOT WATER HEATER SYS FOR MENS AND WOMENS SHOWER AR
DGT695041	2008556	10/17/2003 FORMATION VENTILATION STACK TOP ACID MIST FILTERS
DGT004779N03	2009360	1/31/2004 PHASE III VENTILATION REPAIRS
DGT012142N01	2009466	1/31/2004 FORMATION VENT REPAIRS/CHARGE TABLE 2 OF 2
DGT012141N01	2009467	3/31/2004 FORMATION VENT REPAIRS/CHARGE TABLE 1 OF 2
DGT004779N04	2009513	6/29/2004 ENGINEERING SERVICES TO LICENSE NEW STACK FOR VENT
DGT690275	2009514	1/1/2004 HEATING UPGRADES FOR PLANT CONVERSION TO NATURAL G
DGT690291	2010088	6/14/2005 FIRE SPRINKLER PROTECTION ON CHARGE FLOOR
DGT004898N	3025115	2/1/1953 PROPANE TANK
DGT008560N	3025119	9/1/1956 POWER EQUIPMENT-EAST
DGT008589N	3025120	3/1/1957 SCREW CONVEYOR
DGT008595N	3025121	5/1/1957 LINES/ELECTR
DGT008599N	3025123	10/1/1957 DUST CNTR EQ
DGT008681N	3025125	9/1/1964 SUBSTATION
DGT008682N	3025126	10/1/1960 SUBSTATIONEQ
DGT008732N	3025127	5/1/1969 COOLING TOWER
DGT008743N	3025128	7/1/1971 SCREW CONVEYOR
DGT008750N	3025129	6/1/1972 BOILER
DGT012003N	3025130	1/1/1973 SWITCHGEAR
DGT012004N	3025131	1/1/1973 RECTIFIER
DGT012004N01	3025132	2/1/1973 TRAILING CHARGES TO TAG #012004N
DGT012005N	3025133	1/1/1973 SWITCHGEAR
DGT012006N	3025134	1/1/1973 RECTIFIER
DGT012007N	3025135	2/1/1973 ACID TANK
DGT012008N	3025136	2/1/1973 ACID TANK
DGT012010N	3025137	2/1/1973 ACID TANK
DGT012011N	3025138	2/1/1973 ACID TANK

DGT012016N	3025139	9/1/1973 CONVEYOR
DGT012017N	3025140	9/1/1973 CONVEYOR
DGT012018N	3025141	9/1/1973 CONVEYOR
DGT012020N	3025143	9/1/1973 CONVEYOR
DGT012021N	3025144	12/1/1973 SUB STATION
DGT012022N	3025145	12/1/1973 CABLE
DGT012023N	3025146	12/1/1973 PLATFORM
DGT012024N	3025147	3/1/1974 VENTILATION
DGT012025N	3025148	3/1/1974 CONVEYOR
DGT012026N	3025149	3/1/1974 VENTILATION
DGT012027N	3025150	3/1/1974 VACUUM SYSTEM
DGT012034N	3025151	8/1/1975 VACUUM TO MOLDING
DGT012036N	3025152	3/1/1976 TRENCHES
DGT012038N	3025153	5/1/1976 VENTILATION
DGT012043N	3025154	8/1/1976 ACID TANK
DGT012044N	3025155	8/1/1976 ACID PUMPING SYSTEM FOR MEZZANINE
DGT012046N	3025156	9/1/1976 VENTILATION FOR LEAD POTS
DGT012047N	3025157	9/1/1976 FINAL ACID FILL
DGT012051N	3025158	9/1/1976 ACID TOP-OFF
DGT012055N	3025159	9/1/1976 SUB-STATION-LEAD STRIP
DGT012055N01	3025160	10/1/1977 ADDITIONAL CHARGES TO TAG #012055N
DGT012057N	3025161	10/1/1976 LEAD MELT FURNACE
DGT012058N	3025162	10/1/1976 FOUNDATION & SUMPS FOR LEAD CASTER
DGT012060N	3025163	12/1/1976 VENTILATION FOR CHARGING UNITS
DGT012060N01	3025164	8/1/1980 ADDITIONAL CHARGES TO TAG #012060N
DGT012062N	3025165	1/1/1977 ACID MIXING SYSTEM
DGT012064N	3025167	1/1/1977 ACID PUMPS RECLAIM
DGT012065N	3025168	1/1/1977 VENTILATION PLATE OVENS
DGT012066N	3025169	1/1/1977 ACID STORAGE TANK
DGT012067N	3025170	1/1/1977 ACID STORAGE TANK
DGT012068N	3025171	1/1/1977 ACID STORAGE TANK
DGT012069N	3025172	1/1/1977 ACID STORAGE TANK
DGT012070N	3025173	1/1/1977 ACID STORAGE TANK
DGT012071N	3025174	1/1/1977 ACID STORAGE TANK
DGT012072N	3025175	1/1/1977 ACID STORAGE TANK
DGT012073N	3025176	1/1/1977 ACID STORAGE TANK
DGT012074N	3025177	1/1/1977 ACID STORAGE TANK
DGT012075N	3025178	1/1/1977 ACID STORAGE TANK
DGT012076N	3025179	1/1/1977 ACID STORAGE TANK
DGT012077N	3025180	1/1/1977 ACID STORAGE TANK
DGT012080N	3025181	2/1/1977 COOLING FACILITIES FOR CASTER
DGT012083N	3025182	7/1/1977 SUB STATION LEAD RECLAIM
DGT012095N	3025183	2/1/1978 LINDBURG FURNACE
DGT012096N	3025184	2/1/1978 TRANSFER SYSTEM
DGT012097N	3025185	9/1/1976 STEAMER HOOD
DGT012098N	3025186	9/1/1976 STEAMER HOOD
DGT012099N	3025187	1/1/1977 STEAMER HOOD
DGT012100N	3025188	1/1/1977 STEAMER HOOD
DGT012102N	3025189	4/1/1978 WATER CONTAINMENT
DGT012109N	3025190	12/1/1976 PRIMARY SWITCH GEAR
DGT012109N01	3025191	12/1/1977 TRAILING CHARGE TO TAG #012109N
DGT012109N02	3025192	3/1/1978 TRAILING CHARGE TO TAG #012109N
DGT012117N	3025193	10/1/1978 CONVEYOR SYSTEM
DGT012118N	3025194	10/1/1978 ACID FILL STATION
DGT012119N	3025195	10/1/1978 REPAIR STATIONS (2)
DGT012120N	3025196	11/1/1978 EXTEND TRENCH/MET LINE
DGT012121N	3025197	11/1/1978 AIR MAKEUP UNIT
DGT012122N	3025198	12/1/1978 AIR MAKE UP SYSTEM
DGT012122N01	3025199	10/1/1979 ADDITIONAL CHARGES TO TAG #012122N
DGT012123N	3025200	12/1/1978 BATROLIFE MEZZANINE
DGT012124N	3025201	1/1/1979 CONVEYOR FROM SETTLING CHAMBER
DGT012125N	3025202	2/1/1979 VENTILATION TUNNEL-EXTENSION
DGT012128N	3025205	3/1/1979 ROLLER TYPE CONVEYOR
DGT012129N	3025206	3/1/1979 INCLINE BELT CONVEYOR
DGT012130N	3025207	4/1/1979 POWER DROPS/C O S & PREHEAT
DGT012131N	3025208	5/1/1979 CONVEYOR FROM COLLECTOR
DGT012132N	3025209	8/1/1979 VENT FOR ELEMENT ASSEMBLY

DGT012132N01	3025210	9/1/1979 TRAILING CHARGE TO TAG #012132N
DGT012137N	3025212	9/1/1979 OVERHEAD CONVEYOR
DGT012138N	3025213	9/1/1979 ELECTRIC CABLE & DROPS
DGT012139N	3025214	9/1/1979 SETTLING CHAMBER
DGT012140N	3025215	11/1/1979 LEAD DROP & CONTROLS FOR BARTON POT
DGT012141N	3025216	12/1/1979 CHARGE TABLES
DGT012142N	3025217	12/1/1979 CHARGE TABLES
DGT012146N	3025218	6/1/1980 LEAD MELT POT
DGT012147N	3025219	6/1/1980 VENTILATION F/POT
DGT012148N	3025220	6/1/1980 ELECTRIC CABLE & BUSWAY
DGT012150N	3025222	6/1/1980 COOLING TOWER
DGT012151N	3025223	12/1/1980 EXTEND TRENCHES FOR CONVEYOR
DGT012152N	3025224	12/1/1980 STORAGE RACKS & SPRINKLER
DGT012152N01	3025225	12/1/1981 TRAILING CHARGE TO TAG #012152N
DGT012154N01	3025226	1/1/1998 UPGRADE STORM WATER TREATMENT PLANT
DGT012156N	3025227	12/1/1980 RECEIVING OFFICE
DGT012159N	3025229	12/1/1981 CHARGE TABLES
DGT012160N	3025230	12/1/1981 (14) CHARGE TABLES
DGT012161N	3025231	2/1/1982 VENTILATION SYSTEM
DGT012162N	3025232	2/1/1982 LOAD/UNLOAD CONVEYOR
DGT012163N	3025233	6/1/1982 COLLECTOR
DGT012164N	3025234	6/1/1980 VESTIBULE
DGT012166N	3025235	9/1/1982 OWENS CORNING ACID TANK
DGT012167N	3025236	1/1/1983 BACK UP BAG COLLECTION FOR DR 95995
DGT012168N	3025237	1/1/1983 BACK UP BAG COLLECTION FOR DR95996
DGT012169N	3025238	1/1/1983 BACK UP BAG COLLECTION FOR DR95997
DGT012170N	3025239	1/1/1983 BACK UP BAG COLLECTION FOR DR95998
DGT012171N	3025240	1/1/1983 BACK UP BAG COLLECTION FOR DR95999
DGT012172N	3025241	1/1/1983 BACK UP BAG COLLECTION FOR DR96000
DGT012173N	3025242	1/1/1983 BACK UP BAG COLLECTION FOR DR105751
DGT012174N	3025243	1/1/1983 BACK UP BAG COLLECTION FOR DR105752
DGT012176N	3025244	12/1/1983 OXIDE ELEVATORS & CONVEYORS
DGT012176N01	3025245	10/1/1983 MATERIAL HANDLING SYSTEM AT PASTE MIX
DGT012181N	3025246	9/1/1984 POWER ROLLER CONVEYOR
DGT012182N	3025247	12/1/1984 ACID & WATER SYSTEM
DGT012184N	3025248	12/1/1984 VENTILATION F/3 PAINT MIXERS
DGT012185N	3025249	4/1/1985 WOMEN'S REST ROOM-WEST
DGT012186N	3025250	5/1/1985 WOMEN'S LOCKER/SHOWER-EAST
DGT012187N	3025251	12/1/1985 CONVEYOR & VENTILATION FOR 6 TABLES
DGT012188N	3025252	1/1/1986 ROOF EXHAUSTERS
DGT012194N	3025253	2/1/1987 ACID PIT
DGT012200N	3025256	5/1/1987 TRANSFER CONVEYORS(ALL)
DGT012202N	3025257	10/1/1987 #26(82'CHG TABLE CONV)
DGT012203N	3025258	10/1/1987 #27(82'CHG TABLE CONV)
DGT012204N	3025259	10/1/1987 #28(82'CHG TABLE CONV)
DGT012205N	3025260	10/1/1987 #29(82'CHG TABLE CONV)
DGT012206N	3025261	10/1/1987 #30(82'CHG TABLE CONV)
DGT012207N	3025262	10/1/1987 82 FT. CONVEYOR (#31)
DGT012208N	3025263	10/1/1987 #32(82'CHG TABLE CONV)
DGT012209N	3025264	10/1/1987 #33(82'CHG TABLE CONV)
DGT012210N	3025265	12/1/1987 #1 X-MET LINE(OFFBEAR CONV)
DGT012211N	3025266	5/1/1988 POWERED ROLLER CONV(4)
DGT012212N	3025267	5/1/1988 VENT FOR CAST ON STRAP MACH
DGT012215N	3025268	1/1/1989 CHARGE TABLE(CONCRETE WORK)
DGT012216N	3025269	1/1/1989 CHARGE TABLE(CONCRETE WORK)
DGT012217N	3025270	1/1/1989 CHARGE TABLE(CONCRETE WORK)
DGT012218N	3025271	1/1/1989 CHARGE TABLE(CONCRETE WORK)
DGT012219N	3025272	1/1/1989 CHARGE TABLE(CONCRETE WORK)
DGT012220N	3025273	1/1/1989 CHARGE TABLE(CONCRETE WORK)
DGT012222N	3025274	6/30/1989 CAPITALIZABLE MAINT.
DGT012223N	3025275	3/1/1990 VENTILATION FOR (8) BATTERY CHARGE TABLES
DGT012224N	3025276	9/1/1990 TEMPERATURE CONTROL
DGT012225N	3025277	1/1/1991 COS CONTROL
DGT012228N	3025278	7/1/1994 WASTE WATER TREATMENT SYSTEM
DGT012230N	3025280	8/1/1995 ACID LEVELER
DGT012233N	3025281	3/1/1995 AUTOMATIC LABELING MACHINE
DGT012234N	3025282	1/1/1996 RESERVE CAPACITY TESTERS (12)

DGT012236N	3025284	1/1/1996 110 OZ CONVERSION
DGT014722N	3025285	6/1/1977 BAYSTONE PLATE STEAMER
DGT014729N	3025286	6/1/1977 OXIDE SCREW CONVEYOR SYSTEM
DGT014737N	3025287	7/1/1977 SCREW CONVEYOR
DGT014738N	3025288	7/1/1977 SCREW CONVEYOR
DGT015201N	3025289	12/1/1979 INSULATE STEAMER HOODS (6)
DGT020031D01	3025298	2/1/1947 LATHES-ENGIN
DGT020059D01	3025300	12/1/1946 DRILL-STANDA
DGT020726D01	3025301	7/1/1947 MIX CONVEYOR
DGT021837D	3025305	2/1/1956 SETTLING CHR
DGT021838D	3025306	2/1/1956 BARTON POT
DGT021840D	3025307	2/1/1956 12R)DUSTCOLL
DGT022488D	3025308	3/1/1957 COMPRESSORS)
DGT022506D	3025309	4/1/1957 RECTIFIERS)E
DGT022510D	3025310	5/1/1957 BARTON POT
DGT022511D	3025311	5/1/1957 SETTLING CHR
DGT022530D	3025312	10/1/1957 RECTIFIERS)E
DGT028031N	3025315	6/1/1996 ALLEN BRADLEY CONTROL
DGT028785N	3025316	10/31/1989 ACID DUMP SYSTEM
DGT028855N	3025317	11/1/1991 CENTRIFUGAL BLOWER
DGT056948D	3025318	6/1/1956 GRINDER
DGT058830D	3025319	6/1/1957 BARTON POT
DGT060227D	3025320	6/1/1954 BARTON POT
DGT060228D	3025321	6/1/1954 BARTON POT
DGT060229D	3025322	6/1/1954 BARTON POT
DGT060230D	3025323	6/1/1954 SET)CHAMBER
DGT060231D	3025324	6/1/1954 SET)CHAMBER
DGT060232D	3025325	6/1/1954 SET)CHAMBER
DGT060233E	3025327	11/1/2001 MODIF OF MISC LINE STROKER, PLATFORM, LEFT AND TAB
DGT060279D	3025329	11/1/1960 POWER ROLLER
DGT060295D	3025330	7/1/1961 IMPACT TESTI
DGT066940D	3025331	6/1/1946 LATHE
DGT069665D	3025333	2/1/1963 LATHE
DGT070211D	3025335	6/1/1963 TOLEDO SCALE
DGT070253D	3025336	8/1/1963 MILLING MACHINE
DGT070255D	3025337	8/1/1963 SURFACEGRIND
DGT071020D	3025338	5/1/1964 LATHE
DGT071037D	3025339	7/1/1964 MILLING MCH
DGT071058D	3025340	12/1/1964 BOILER
DGT071087D	3025343	12/1/1965 BOILER
DGT072221D	3025346	8/1/1966 EL AS SECT
DGT072222D	3025347	9/1/1969 DUST COLLECTOR
DGT072223D	3025348	9/1/1969 MATL COLL SYS
DGT072239D	3025352	4/1/1967 LATHE
DGT072280D	3025360	10/1/1968 CONVEYORS
DGT072284D01	3025361	3/1/1970 STARTER
DGT072292D	3025366	6/1/1970 MOLD TEMP CONTR
DGT083874D	3025367	5/1/1966 RECTIFIER
DGT087857D	3025381	7/1/1970 PLATE SAW
DGT087872D	3025385	2/1/1971 CONVEYOR
DGT093030D	3025386	12/1/1973 PASTE MIXER
DGT095313D	3025390	7/1/1971 PASTE MIXER
DGT095328D	3025392	4/1/1972 HACKSAW
DGT095330D	3025394	5/1/1973 DUST COLLECTOR
DGT095351D	3025416	9/1/1973 CONVEYOR
DGT095352D	3025417	9/1/1973 CONVEYOR
DGT095353D	3025418	9/1/1973 GRANULATOR
DGT095354E	3025420	11/1/2001 M & L FOR MODIF OF MAIN LINE STACKER PLATFORM, L/R
DGT095355D	3025421	9/1/1973 CAST ON STRAP
DGT095356D	3025422	9/1/1973 CAST ON STRAP
DGT095357D	3025423	9/1/1973 CAST ON STRAP
DGT095358D	3025424	9/1/1973 CAST ON STRAP
DGT095359D	3025425	9/1/1973 SPOT FACE CONVEYOR
DGT095363D	3025427	9/1/1973 EXT FUSION CONV
DGT095364D	3025428	9/1/1973 AIR TEST CONVEYOR
DGT095365D	3025429	9/1/1973 LABLER CONV
DGT095368D	3025432	9/1/1973 LEAK TEST



DGT095370D	3025433	9/1/1973 DATE CODE
DGT095372D	3025434	9/1/1973 LEAD POT
DGT095373D	3025435	9/1/1973 LEAD POT
DGT095374D	3025436	9/1/1973 LEAD POT
DGT095375D	3025437	9/1/1973 LEAD POT
DGT095376D	3025438	9/1/1973 VACUUM SYSTEM STACKER
DGT095382D	3025439	9/1/1973 TEMPERATURE CONTROL
DGT095383D	3025440	9/1/1973 HEAT SEAL MACHINE
DGT095384D	3025441	9/1/1973 HEAT SEAL MACHINE
DGT095385D	3025442	9/1/1973 HEAT SEAL MACHINE
DGT095387D	3025443	12/1/1973 AIR COMPRESSOR
DGT095398D	3025446	3/1/1974 LIFT TRUCK
DGT095399D	3025447	3/1/1974 SLITTER
DGT095400D	3025448	3/1/1974 SLITTER
DGT095603D	3025450	10/1/1974 DUST COLLECTOR
DGT095604D	3025451	10/1/1974 DUST COLLECTOR
DGT095610D	3025452	1/1/1975 HEAT SEAL MACHINE
DGT095612D	3025453	4/1/1975 CONVEYOR SYSTEM
DGT095614D	3025454	9/1/1975 SOFTENING TANK
DGT095615D	3025455	9/1/1975 SOFTENING TANK
DGT095620D	3025456	1/1/1976 EXT-FUSION MACHINE
DGT095620D01	3025457	3/1/1976 ADDITIONAL CHARGES TO TAG #095620D
DGT095621D	3025458	2/1/1976 HOIST
DGT095622D	3025459	5/1/1976 DIELECTRIC LINE
DGT095628D	3025462	5/1/1976 BRIDGE HOIST
DGT095638D	3025472	6/1/1976 SKID RACK
DGT095639D	3025473	6/1/1976 SKID RACK
DGT095640D	3025474	6/1/1976 SKID RACK
DGT095641D	3025475	6/1/1976 SKID RACK
DGT095646D	3025476	9/1/1976 BUTT WELDER
DGT095647D	3025477	9/1/1976 BUTT WELDER
DGT095654D	3025479	7/1/1976 HI-RATE TEST
DGT095657D	3025480	7/1/1976 SCRAP CONVEYOR SYSTEM
DGT095658D	3025481	7/1/1976 CONVEYOR
DGT095661D	3025484	9/1/1976 DE-REELER
DGT095662D	3025485	9/1/1976 DE-REELER
DGT095663D	3025486	9/1/1976 DE-REELER
DGT095664D	3025487	9/1/1976 DE-REELER
DGT095666D	3025489	9/1/1976 EXPANDING PRESS
DGT095670D	3025491	9/1/1976 LUG FORM PRESS
DGT095671D	3025492	9/1/1976 LUG FORM PRESS
DGT095674D	3025495	9/1/1976 MODICON-PASTE LINE
DGT095675D	3025496	9/1/1976 MODICON-PASTE LINE
DGT095676D	3025497	8/1/1979 OVEN CONVERSION
DGT095677D	3025498	8/1/1979 OVEN CONVERSION
DGT095681D	3025501	9/1/1976 PARTS CONVEYOR F/250 TON MOLD MACHINE
DGT095682D	3025502	9/1/1976 PARTS CONVEYOR F/250 TON MOLD MACHINE
DGT095685D	3025503	9/1/1976 CONVEYOR FOR PASTE MACHINE
DGT095688D	3025504	9/1/1976 PILOT HOLE PIERCE
DGT095689D	3025505	9/1/1976 PILOT HOLE PIERCE
DGT095698D	3025510	10/1/1976 BATTERY CHARGER LAB. FACILITIES
DGT095901D	3025511	10/1/1976 COLLECTION SYSTEM FOR OFFBEAR
DGT095901D01	3025512	10/1/1976 COLLECTION SYSTEM FOR OFFBEAR
DGT095901D02	3025513	8/1/1979 VENT & CURE OVEN
DGT095903D	3025515	10/1/1976 FOUR-ARM STORAGE TURNSTILE
DGT095904D	3025516	10/1/1976 SPECTROGRAPH
DGT095907D	3025518	12/1/1976 ROLLING MILL 7 STAND
DGT095909D	3025519	12/1/1976 CHARGING UNITS BATTERIES
DGT095909D01	3025520	12/1/1978 TRAILING CHARGE TO TAG #095809D
DGT095909D02	3025521	6/1/1980 ADDITIONAL CHARGES TO TAG #095809D
DGT095910D	3025522	12/1/1976 CHARGING UNITS BATTERIES
DGT095910D01	3025523	12/1/1978 TRAILING CHARGE TO TAG #095810D
DGT095910D02	3025524	6/1/1980 TRAILING CHARGE TO TAG #095810D
DGT095911D	3025525	12/1/1976 CHARGING UNITS BATTERIES
DGT095911D01	3025526	12/1/1978 TRAILING CHARGE TO TAG #095811D
DGT095911D02	3025527	6/1/1980 TRAILING CHARGE TO TAG #095811D
DGT095912D	3025528	12/1/1976 CHARGING UNITS BATTERIES